

| [NODIS Library](#) | [Program Management\(8000s\)](#) | [Search](#) |



# NASA Procedural Requirements

**COMPLIANCE IS MANDATORY**

**NPR 8800.15B**

Effective Date: June 21,  
2010

Expiration Date: June  
21, 2015

[Printable Format \(PDF\)](#)

Request Notification of Change

(NASA Only)

## **Subject: Real Estate Management Program**

**Responsible Office: Facilities Engineering and Real Property Division**

| [TOC](#) | [Preface](#) | [Chapter1](#) | [Chapter2](#) | [Chapter3](#) | [Chapter4](#) | [Chapter5](#) |  
[Chapter6](#) | [Chapter7](#) | [Chapter8](#) | [Chapter9](#) | [AppendixA](#) | [AppendixB](#) |  
[AppendixC](#) | [ALL](#) |

## **Chapter 7. Real Estate Agreements with the Private Sector and the Public Sector**

### **7.1 Introduction**

7.1.1 This chapter details the various methods by which NASA can enter into a variety of out grants, including Space Act Agreements (SAAs), which provide exclusive use of NASA real property and Public-Private/Public-Public Ventures (PPVs), which include Enhanced Use Leases (EULs) and Commercial Antenna Siting Agreements. These methods are considered out-grants of NASA real property assets and include all legal instruments for that purpose. EULs are specifically discussed in Section [7.8](#) of this NPR. Note that SAAs, although discussed in this chapter, are not PPVs and are considered separate from them.

7.1.2 Out-grants include all nonpermanent granting of the use of NASA real property to others by means of lease, permit, easement, right-of-way, memorandum of understanding, memorandum of agreement, license, or any other form of acceptable legal instrument that recognizes NASA as the landlord and the lessee as the tenant.

7.1.3 By entering into real estate agreements with the private sector to utilize Federal real property, a currently underutilized Agency real property asset may be leveraged into a more productive asset, maximizing asset utilization and efficiency.

7.1.4 NASA facilities and real estate assets that are considered for out-grant should be required to support a current or future NASA mission requirement. This includes SAAs, PPVs, EULs, and Commercial Siting of Antennas. Additionally, the asset should be less than fully utilized so that the PPV does not interfere with NASA mission requirements. If

the asset does not have a known mission focus in support of NASA and the asset also is underutilized, the Center should consider disposal of the facility through demolition or other means. However, waivers to this policy can be requested by the Center as discussed in Section 7.4.2.

7.1.5 In addition to FERP Division requirements, the Office of Program and Institutional Integration (OPII) has additional requirements for review of the types of agreements covered in this chapter. Review by OPII does not satisfy the requirement for review and approval by the FERP Division and vice versa. Centers need to ensure that they understand both requirements.

## **7.2 Guiding Principles and Practices Governing Out-Grant of NASA Real Property**

7.2.1 The Center shall determine and certify that a given out-grant will not negatively impact the NASA mission and shall maintain this certification in the Center's real estate files.

7.2.2 The Center shall send a copy of this certification to the FERP Division when the abstract is sent to OPII or when the lease is submitted for FERP Division review, whichever occurs first.

7.2.3 All use of NASA real property assets by a private sector or public entity, such as a State or local government entity, shall be covered by an out-grant agreement, such as an easement, lease, or SAA.

7.2.3.1 Leases of NASA real property shall be for fair market value, as determined by the Administrator.

7.2.3.2 Reimbursable SAAs shall include compensation for NASA expenses.

7.2.3.3 Easements and rights of way shall include consideration by the grantee at a fair value determined by and agreeable to the parties. Consideration for public benefit may be taken into account if the Center and the grantee agree.

7.2.4 Out-grants may be proposed for any underutilized, non-excess NASA real property including real property listed on the National Register of Historic Properties. 16 U.S.C. §470h-3 of the NHPA authorizes a Federal agency to out-grant such historic real property and retain the proceeds, for two fiscal years, to be used to defray the costs of the agency's historic preservation efforts.

7.2.5 Public-Private/Public Ventures (PPVs) and SAAs that include exclusive use and control of NASA real estate are more complicated than routine out-granting of assets through leaseholds, permits, easements, and other acceptable legal instruments and require careful attention to defining the respective partner commitments and liabilities. Early and continual coordination with Headquarters offices is essential for timely completion. Centers should plan for time needed to secure support from Headquarters offices, OMB, and others.

7.2.6 Prior to developing PPVs, Centers shall provide written notification to the FERP Division of the Center's intent to develop such real estate agreements. The purpose of this notification is to initiate an ongoing dialogue between the FERP Division and the Center, and such notification is not a formal request for review and approval, which is

required.

7.2.6.1 The notification of the proposed PPV shall:

- a. Address the disposition of personal property related to the real property being considered.
- b. Include discussion of whether the asset is required to support current or future NASA mission requirements.

7.2.6.2 The FERP Division shall provide written comments and guidance based on the Center's notification.

7.2.6.3 The notification may be submitted with the OPII-required abstract discussed in Section 6.2.4.

7.2.7 Centers shall coordinate with the FERP Division and seek concurrence on all agreements and other documents containing transfer of rights in NASA real property.

7.2.7.1 Centers shall forward abstracts that include key information of the proposed activities to OPII in accordance with Section 7.6 of this NPR.

7.2.7.2 Any agreement with an organization outside of NASA that includes the use of Agency real property for a period greater than 5 years shall be forwarded to the FERP Division for review and approval. The real estate-related component of the agreement will be documented by a separate proposed lease, easement, use permit, or license.

7.2.7.3 All out-grants requiring FERP Division review and approval shall be submitted through the e router system of SAAM.

7.2.8 Real estate instruments shall be executed by the Center Director only after review and approval by the FERP Division. In cases where authority has previously been granted to a Center, the FERP Division should be consulted prior to executing real estate instruments.

7.2.9 NASA Centers, their Component Facilities, and the Jet Propulsion Laboratory shall obtain all required approvals from their Headquarters program offices and the affected Centers organizations before submitting PPVs for concurrence from the Director, FERP Division.

7.2.10 Centers are to establish the term of the lease to be in compliance with State law and in conformance with good business standards. It is understood that due to the capital contribution of the tenant, the time period needs to be sufficient for the tenant to realize a fair return on their investment. The term of the lease will be a significant factor in the Life-Cycle Cost Analysis of the PPV. Lease terms greater than 50 years will raise the question of the need to retain the asset.

7.2.11 A PPV includes at least two parties, and thus, two or more sets of objectives, constraints, and opportunities. A typical NASA objective may be to further a national objective in space or science, to generate funds to be used to maintain other facilities at the Center, or to ensure that the property being privatized is properly rehabilitated and maintained. At the same time, a typical private partner objective may be to make a profit on the venture or derive other benefits from the agreement, such as a nonprofit entity that seeks to partner on an historic structure simply to ensure its preservation.

7.2.12. A Center shall perform an analysis of the local real estate market for all proposed

leases. The market analysis will determine the demand and likely pricing for the specific facilities or classes of facilities identified for possible out-lease.

## **7.3 Roles and Responsibilities of NASA Offices and Property Managers with Respect to Public-Private/Public-Public Venture Agreements**

### **7.3.1 The Real Property Accountable Officer**

7.3.1.1 The Center RPAO or other NASA official specifically designated by the Center Director shall support PPV agreements to completion by:

- a. Managing documentation and planning for proposals.
- b. Submitting an abstract of each PPV proposal that is a significant real estate agreement to OPII for concurrence. This may be done by the SAA agreement manager assigned in accordance with NPD 1050.1 A significant real estate agreement is one that grants, by lease or other instrument, use or control of NASA property for longer than 5 years.
- c. Assessing the need for a business case and, if necessary, leading business case development and submission.
- d. Coordinating with the Center Personal Property Officer to ensure proper management and possible disposition of personal property related to the asset to be used in the PPV.

7.3.1.2 Center Directors shall designate in writing the Center official, if not the RPAO, who is responsible for developing and negotiating the agreement for the Center. This person may be the SAA agreement manager assigned in accordance with NPD 1050.1.

### **7.3.2 Center Directors**

7.3.2.1 The Center Director shall determine and certify that any given out-grant will not have a negative impact on the NASA mission.

- a. This certification shall be maintained in the Center real estate files.
- b. A copy shall be sent to the Director, FERP Division when the abstract is sent to OPII or when the lease is submitted for FERP Division review, whichever occurs first.

7.3.2.2 Centers Directors shall submit a statement that the asset being considered for a PPV is required to support a current or future NASA mission requirement. The statement will contain a description of the mission requirements and a schedule of the requirements.

7.3.2.3 The Center Director or the Center Director's designee shall ensure that organizations at Centers affected by a privatization agreement review business cases and leases and modify them, if necessary, to ensure there is no negative impact on their core missions.

### **7.3.3 NASA Headquarters**

7.3.3.1 The FERP Division reviews and approves business cases and leases and facilitates concurrence of other Headquarters offices on PPVs.

7.3.3.2 The NASA OPII coordinates review of abstracts submitted by the Centers for Space Act Agreements involving exclusive use and control of NASA real property and leases that are significant real estate agreements. A significant real estate agreement is one that grants, by lease or other instrument, use or control of NASA property for longer than 5 years.

7.3.3.3 At the request of the FERP Division, other Headquarters offices may review PPV submissions relating to their areas of expertise and may confer with their Center counterparts to obtain complete information.

## **7.4 Types of Public-Private/Public-Public Ventures**

7.4.1 Centers should consider entering an out-grant agreement for use of an asset by a PPV only if the asset does not have a known mission focus in support of current or future NASA mission requirements. Additionally, the asset should be less than fully utilized so that an out-grant to a PPV does not interfere with NASA mission requirements. If the asset does not have a known mission focus in support of current or future NASA mission requirements and the asset is also underutilized, the Center should consider disposal of the facility through demolition or other means.

7.4.2 NASA Headquarters will consider waivers to this policy if they are submitted by the Center in writing and show justification that a NASA asset that is not required to support a current or future NASA mission requirement should be out-granted under a real estate agreement to a PPV.

7.4.3 Examples of the justification include the NASA facility is unique and the use by the PPV will support the mission, or the asset is historical and NASA has determined that, due to its historic nature, NASA will not dispose of the asset.

7.4.4 NASA Centers shall develop PPVs that support the NASA objective and missions to pioneer the future in space exploration, scientific discovery, and aeronautics research. Each PPV will likely be unique in its aspects, but all should support NASA in furthering its mission.

7.4.5 In a typical PPV agreement, NASA out-grants or otherwise makes underutilized NASA real property assets available to a private or public entity in exchange for monetary or other forms of consideration. The private or public entity employs its own capital to construct, renovate, or improve facilities on NASA property and to operate the facility in a manner consistent with the agreement. PPVs generally are not applicable to lesser interests in real estate such as easements and rights of way.

7.4.6 In its simplest form, a PPV is an agreement in which NASA furnishes real property for a specified period of years, and the private or public entity invests its own capital to design and develop the property. NASA is provided consideration for the use of its real property. The type of consideration is dependent on the type of out-grant.

7.4.7 NASA PPVs can be entered under a variety of means. These include out-leases under the Historic Preservation Act, cooperative agreements, including SAAs and concession agreements, and lease/develop/operate agreements, which include standard out-lease and EUL out-lease.

7.4.8 Lease/develop/operate arrangements are the most common PPV arrangement for NASA. Under the lease/develop/operate scenario, the private or public entity leases

land or facilities from NASA, invests its own capital to construct a new facility, or renovate the existing facility, and then operates the facility.

## **7.5 Creating a Business Case for a Public-Private/Public-Public Venture**

7.5.1 A business case shall be developed by Centers to support their concept for out-leasing of NASA real property when they plan to use NASA's out-granting authority for real property under their control. Some development of the business case may require projections as to how the Center plans to use the NASA authority under the Space Act.

7.5.1.1 A business case is not required for lesser interests in real estate such as easements and rights of way unless the easement or right of way is permanent. For other easements and rights of way, consideration by the grantee to NASA is appropriate and shall be at a fair value as determined by and agreeable to the parties. Consideration for public benefit may be taken into account if the Center and the grantee agree.

7.5.1.2 The business case is a tool for planning and decision making. It is an analysis that links estimates of costs and benefits with stated requirements and expectations for projected outcomes. The purpose of a business case is to make transparent to the various decision-making and operating groups the objectives to be met by a facilities investment, the underlying assumptions and alternatives, and the attendant costs and potential consequences of alternative actions.

7.5.2 Before proceeding with any PPV, a Center shall submit a business case to the Director, FERP Division. The business case shall include:

- a. Overall Center concept for utilizing NASA's out-leasing authority, whether for a single NASA facility, a group of facilities, or land.
- b. Description of the programmatic benefits in both qualitative and quantitative terms that NASA hopes to achieve from the partnership.
- c. Detailed description of the real property to be used, including facility plans and maps and the current use of the property, if any.
- d. Discussion of and copies of all SAAs detailing partnership arrangements.
- e. Points of contact at the Center.
- f. Intended conveyance instrument (i.e., lease, concession agreement, contract).
- g. Legal analysis:
  - (1) NASA's authority to enter into the land use agreement, considering all appropriate Federal statutes, regulations, and guidance.
  - (2) An explanation of why the property should not be declared excess (in accordance with GSA regulations).
  - (3) Identification of any deed restrictions, reversion problems, or any other land use limitation.
- h. An economic analysis that conforms to [OMB Circular A-94](#), "Guidelines and Discount

Rates for Benefit-Cost Analysis of Federal Programs" (use of ECONPACK software, is preferred).

i. An analysis of the following alternatives:

- (1) Status quo as an underutilized asset.
- (2) Upgrade of the facility by modification or repair for NASA use.
- (3) Standby/mothball/abandon the facility.
- (4) Demolition of the asset.

j. For each of the alternatives, the following shall be listed:

- (1) Cost in personnel resources to develop, enter into, and manage the lease.
- (2) Operations and maintenance cost.
- (3) Rents, common service charges, and other revenues received from the tenant, as appropriate.
- (4) Alternatives should be compared on the basis of cost and on the basis of benefit to NASA.

k. A clearly stated recommendation for the chosen alternative, indicating that it represents the best business decision.

l. A discussion of the analysis to ensure fair market value (whether by appraisal or other means) to establish and evidence value. This may be through an analysis performed by the GSA or the USACE, or an independent professional appraiser (whether or not fair market value is to be charged for the out-grant).

m. An analysis of the cost effectiveness of the proposed PPV, if fair market value is not to be assessed for the out-grant.

n. A security analysis:

- (1) The legislative jurisdiction of the subject property and the law enforcement responsibilities based on the type of jurisdiction.
- (2) How and what security services will be provided to or by the partners.
- (3) A determination whether the partners will possess any material that may affect security requirements, i.e., national security classified information, weapons or explosive materials, drugs, cash.

o. An environmental analysis:

- (1) Documented results of the EBS of the subject property.
- (2) Appropriate NEPA documentation, i.e., categorical exclusion with record of consideration, environmental analysis and finding of no significant impact, or environmental impact statement and record of decision.

7.5.3 PPV proposals shall be in compliance with Federal guiding principles of sustainability established by EO 13423. Business cases shall document how the proposed agreement meets the guiding principles of sustainability.

#### 7.5.4 Business Case Requirements for Complex Lease Agreements

7.5.4.1 The business case shall use a life-cycle cost analysis (LCCA) to ensure the Center has evaluated all costs related to the asset under the proposed PPV. These costs are to include any nonreimbursable costs for maintenance or repair of a facility, as well as nonreimbursable service pool-related costs such as security and fire protection. The LCCA should support the agreement as the best economic value to NASA and compare the agreement to alternatives for managing the property.

7.5.4.2 All alternatives shall include the costs in personnel resources to develop, execute, and manage the lease, as well as the cost to operate and the maintenance costs. Reimbursable costs, common service charges, and other revenues received from the tenant should be included, as appropriate. Comparison of alternatives should be made according to the provisions of Section 4.8.4 of this NPR.

7.5.4.3 If a building or a significant part of a building is to be leased to multiple tenants, a business case does not have to be developed for each tenant. A business case should be prepared for the building or portion of the building that will be available for lease.

7.5.4.4 To help manage the number of business cases, business cases for PPVs may be tiered. If the PPV is part of a larger project for developing facilities and land at the Center and the larger development is covered by an encompassing business case, a separate business case does not have to be developed for each PPV inside the development. This would be the case for a development project such as a large research park.

7.5.4.5 If the Center is not planning a large research park but is planning to enter into several PPVs, the Center may develop a business case that reflects all of their plans for PPVs in a single document. This Center-wide PPV business case shall incorporate all known facilities that the Center is considering. By having a comprehensive PPV business case, the Center can present its plan for all included out-grants to Headquarters as a package and not have to submit business cases for individual leases for review. PPVs not covered by a Center-wide or large development business case require a separate business case.

7.5.4.6 The Center PPV business case shall discuss how the PPV or PPVs fit into the concept for overall Center development as outlined in the Center Master Plan.

7.5.4.7 The business case for the lease shall be reviewed by the Center OCFO (F), Center Chief Counsel's Office, and Center Facilities Office, including master planning and real estate, prior to its submission to the FERP Division. The lease submission package will include a list of persons in these offices that have reviewed the lease so that their Headquarters counterparts can contact them, if necessary, during the review of the business case.

### **7.6 Guidance for Entering Space Act Agreements and Significant Real Estate Agreements with Public-Private/Public-Public Ventures**

7.6.1 Guidance for entering SAAs may be found in the NAI 1050-A1, Space Act Agreements Guide.

7.6.2 OP11 is the designated Headquarters office for reviewing proposed SAAs. Centers initiating real estate agreements associated with the Space Act or significant real estate

agreements (as defined in Section 7.3.3.2 of this NPR) shall forward abstracts of key information for the proposed activities to OPII for review prior to negotiating or committing to any agreements. A significant real estate agreement is one that grants, by lease or other instrument, use or control of NASA property for longer than 5 years.

7.6.3 If the PPV is a significant real estate agreement, the Center shall seek and gain OPII concurrence before developing the agreement.

7.6.4 Abstracts shall follow the requirements of NAI 1050-A1 and shall include, in addition to any other information the initiator considers relevant to facilitate OPII's review, the following information:

- a. Overall description of the proposed activity/activities, responsible NASA personnel, and a proposed Agreement Partner (including beneficiaries of the subject activity).
- b. Responsibilities of NASA and the Agreement Partner.
- c. Performance or other milestones.
- d. Financial commitments by NASA and the Agreement Partner.
- e. Resource commitments (personnel, facilities, and equipment) by NASA and the Agreement Partner.
- f. Proposed terms of the agreement.
- g. Affected NASA Mission Directorates, if any.
- h. A description of how the proposed activities support NASA missions.

7.6.5 Upon receiving an abstract, OPII shall coordinate their review with the FERP Division and other affected or interested Headquarters organizations. The review is to identify any substantive issues or areas of concern among affected NASA organizations.

7.6.6 OPII shall either approve proceeding with the activity or communicate any areas of concern to the initiating office and to the Office of the Administrator and shall facilitate the timely resolution of any issues.

## **7.7 Public-Private/Public-Public Ventures Submission by Center**

7.7.1 All PPVs shall be submitted to the FERP Division for review and approval prior to award of the PPV agreement. This includes all prior agreements that are to be extended beyond terms greater than 5 years.

7.7.2 The FERP Division will coordinate the review of the lease within the appropriate Headquarters offices.

7.7.3 Each PPV developed and submitted to the FERP Division shall comply with 14 CFR, Part 1204.504, which requires the following:

- a. That the interest to be granted is not required for a NASA program.
- b. That the lease will not negatively impact to NASA's mission.
- c. That the grantee's exercises of rights granted will not interfere with NASA operations.
- d. That fair value is received by NASA on behalf of the Government as consideration.

7.7.4 Centers may request a waiver from the requirements of 14 CFR, Part 1204.504, in writing, signed by a person authorized in accordance with Section 1.3.2 of this NPR.

#### 7.7.5 Requirement for Notice of Availability

7.7.5.1 For all PPV agreements for use of NASA facilities or land, NASA's intent is to ensure fairness to all parties. Also, NASA intends to ensure best value to the Government for allowing the use of NASA's facilities and land. Both of these purposes can be met through public visibility of NASA PPV opportunities and, where appropriate, competition.

7.7.5.2 For all PPV opportunities, Centers shall ensure that the Center's intent to out-lease land or facilities is made available to the widest possible competitive market. This may be accomplished through public announcements or by coordination with the Air Force, Navy, or USACE Web site for EUL opportunities.

7.7.5.3 The Center shall prepare a notice of availability for the PPV opportunity if an asset that is to be out-leased:

- a. Represents more than 35 percent of the Center's underutilized assets of that type available for out-lease.
- b. Has a term exceeding 5 years.

7.7.5.3.1 The notice of availability may direct the interested parties to a Web site or other source where more information can be found.

7.7.5.3.2 A copy of the notice of availability and a list of respondents will be submitted with the draft PPV agreement when it is sent to the FERP Division for review and approval.

7.7.5.4 In the event of an unsolicited proposal to enter a PPV, NASA shall make a determination as to the validity of the unsolicited proposal in accordance with NASA requirements for review and acceptance of an unsolicited proposal. If it is determined that the unsolicited proposal is valid, a request for a waiver from the requirement for a notice of availability may be submitted to the FERP Division by the Center.

7.7.5.5 A Center may seek a waiver from the above requirements for a notice of availability. The request for a waiver should be submitted to the FERP Division at the same time that an abstract of the lease is submitted to OPII for review.

- a. The waiver shall explain why competition for the specific PPV is not appropriate.
- b. The waiver shall explain how best value will be ensured for the Government and provide relevant background material.

#### 7.7.6 Protecting NASA's Primary Interests

7.7.6.1 Centers shall include with their PPV submissions the following certification statement, signed by persons granted authority in writing by the Center Director to act on real estate matters, per Section 1.3.2 of this NPR:

- a. "The out-lease of this property will not have a negative impact on NASA's mission."
- b. "The NASA property to be out-leased is required to support current or future NASA mission requirements."

7.7.6.2 Each Center shall ensure that the interests of NASA are protected by including language in the PPV that protects the interest of the Government. This includes adequate termination language. The standard language for termination included in 14 CFR, Part 1204.504 is restrictive and may be modified provided that a waiver is submitted to and approved by the Director, FERP Division.

7.7.6.3 The Center shall submit for review only PPV packages that have been reviewed and concurred on by the Center's environmental office, safety office, security office, OCFO (F), Chief Counsel's Office, and facilities office, including master planning and real estate, as well as the Program Office initiating the lease request. The PPV package should include a list of the persons in these offices that have reviewed the lease so that their Headquarters counterparts can contact them in order to discuss the lease.

#### 7.7.7 Headquarters Review of Public-Private/Public-Public Ventures

7.7.7.1 Prospective PPVs shall be submitted by letter, signed by the Center Director or their designee, to the Director, FERP Division for review and approval.

7.7.7.1.1 Agreements shall be submitted through the e-router system of the Space Act Agreement Maker (SAAM) system. The submission will include the following:

a. A summary of the PPV including:

(1) Property description.

(2) Term of the lease.

(3) Consideration by the tenant.

(4) Proposed conveyance.

(5) Description of how the proposed lease supports NASA's mission in both qualitative and quantitative terms as appropriate.

b. A final draft of the unsigned lease as agreed to by all parties.

c. A business case for the PPV or reference to a previously approved business case that incorporates the lease being submitted in accordance with Section 7.5 of this NPR.

d. An Environmental Baseline Survey and completion certification for the NEPA process. Copies of these documents are to be held by the Center.

e. The required certification per Sections 7.2 and 7.7.6.1 of this NPR.

7.7.7.2 The FERP Division shall coordinate the review of the submitted lease and submission package with the following Headquarters organizations:

a. The Office of the General Counsel, which will review the lease, in coordination with the Center Environmental Office, for legal sufficiency.

b. The Environmental Management Division, which will review the lease to ensure that environmental regulations are followed with respect to the tenant's operations and potential liability. They also will ensure that environmental requirements are met, as well as ensuring that the lease specifies environmental hazards present on the site.

c. The Office of Safety and Mission Assurance, which will ensure that the lease conforms to NASA's policies for the safety of both NASA and tenant personnel, as well

as ensure adherence in the lease to Agency-wide safety, reliability, maintainability, and quality assurance policies and procedures.

d. The Headquarters Office of Protective Services.

7.7.7.3 The FERP Division shall ask the following organizations to review significant real estate agreements that grant, by lease or other instrument, use of control of NASA property for a period of greater than 5 years or those of potential outside interest:

a. The Office of Independent Program and Cost Evaluation (IPCE), which will provide objective, transparent, and multidisciplinary analysis of significant leases that may have noteworthy external interest in order to inform strategic decision making relevant to the lease.

b. The Office of Program and Institutional Integration (OPII), which will ensure that the actions of significant leases that may have noteworthy external interest have been integrated across programmatic and/or institutional lines and also will provide an independent, "nonpartisan" review for selected cross-cutting initiatives.

7.7.7.4 The Headquarters review shall include:

a. Review for conformance with the Center business case.

b. Review for alignment with the Center Master Plan.

c. Review to ensure conformance to 14 CFR, Part 1204.504.

7.7.8 Recording the Out-Grant

7.7.8.1 The RPMS will be used to record all PPVs, including EULs, and SAAs involving exclusive use of NASA real property. Each PPV, EUL, or SAA, whether for land, building, other structure, infrastructure or part of a building, shall be entered as a separate instrument.

7.7.8.2 Space Act Agreements shall be entered as "Agreement."

7.7.8.3 All PPVs, other than EULs, shall be entered as "Lease."

7.7.8.4 The Center RPAO shall enter the name of the tenant and the term of the PPV, EUL, or SAA into the RPMS. The Center may enter any other Center-required information into the RPMS.

7.7.8.5 The information in the RPMS will be used for internal reporting, for annual reporting to the Government Accountability Office as part of the Federal Real Property Profile (FRPP), and to support the annual EUL report to Congress.

7.7.8.6 The SAAM system shall be used as the official repository for approved SAAs. The RPMS has the capability to hold documents as attachments to individual record cards and will be used as storage for final SAAs and lease agreements.

## 7.8 Enhanced Use Leasing

7.8.1 Requirements for Enhanced Use Leasing Note: A broader description of EULs is available in the NASA Desk Guide for Enhanced Use Leasing of Real Property. It is recommended that the document be consulted when considering entering into an EUL, as it contains additional background information and detailed discussion of the EUL

process (See Preface, [Applicable Documents](#)).

7.8.1.1 Centers shall submit all EULs, regardless of scope, term in years, or amount of revenue, to the Director, FERP Division for review and approval before the Center executes the lease. This rescinds any previously granted authority to enter into some EULs without prior review by Headquarters.

## 7.8.2 Authority for Enhanced Use Leasing

7.8.2.1 In 2003, Congress enacted Public Law 108-7, which granted NASA limited authority to enter into EUL agreements in the FY 2003 Consolidated Appropriations Resolution. Under this initial demonstration authority, NASA was allowed to enter into EUL agreements at two NASA Centers with private sector entities, as well as with local and State governments, and other Federal agencies.

7.8.2.2 Under the EUL demonstration authority, NASA was allowed to retain the proceeds from these leases for the following uses:

- a. To cover the full costs to NASA in connection with the lease.
- b. For improvements of the real property assets of the Centers.

7.8.2.3 The two Centers selected under NASA's 2003 EUL demonstration authority, Ames Research Center (ARC) and Kennedy Space Center (KSC) were permitted to receive consideration other than cash. This in-kind consideration could include maintenance, construction, modification, or improvement of facilities on NASA real property and provision of services to NASA, specifically:

- a. In-kind consideration reflected expenses for property repairs, upgrades, or capital improvements that extend the useful life of NASA properties, or other services rendered.
- b. In-kind consideration was an auditable value included in the lease.
- c. The authority for in-kind consideration ended on December 31, 2008. EULs approved at ARC and KSC before December 31, 2008, may continue until the term is complete and/or terminated. Any additional in-kind consideration under those EULs entered prior to January 1, 2009, must be reviewed and approved by the FERP Division before a modification to the EUL may be made.

7.8.2.4 Congress amended NASA's demonstration authority in the FY 2008 Appropriations, principally, to expand EUL authority to all NASA Centers. The FY 2008 Appropriation amendments did not include the authority to accept in-kind consideration

7.8.2.5 Congress again amended NASA's EUL authority in the FY 2009 Appropriations, principally, to clarify how the funds received from EUL leases should be expended and to establish percentages of the revenue that were to remain at the Centers versus being placed in an Agency capital asset account.

7.8.2.6 Under the revised EUL authorities, all EUL agreements entered on or after January 1, 2009, must adhere to the following:

- a. May be for only cash consideration. No in-kind consideration is allowed in leases entered into after December 31, 2008.
- b. The cash consideration received may be used to cover the full costs to NASA in connection with the lease.

7.8.2.7 Under the revised EUL authorities, the Center shall submit the following statement signed by persons granted authority in writing by the Center Director to act on real estate matters, per Section 1.3.2 of this NPR: "The out-lease of this property will not have a negative impact on the NASA mission."

7.8.2.8 The importance of EUL authority to NASA is that it supports relationships with the private sector that can provide mission-enhancing, programmatic benefits to the Agency. In addition, it allows Centers to improve their management of NASA real property by leveraging the property's value and attracting outside interest and investment into areas of programmatic interest.

### 7.8.3 Recording the Enhanced Use Lease

7.8.3.1 The RPMS will be used to record all EULs involving real property. Each EUL, whether for land, building, other structure, infrastructure, or part of a building, will be entered as a separate instrument.

7.8.3.2 Centers are to enter EULs into the RPMS as "Enhanced Use Lease."

7.8.3.3 The Center RPAO shall enter the name of the tenant and the term of the EUL into the RPMS. The Center may enter any other Center-required information into the RPMS.

7.8.3.4 The information in the RPMS will be used for internal reporting, for annual reporting to the GAO as part of the Federal Real Property Profile (FRPP), and to support the annual EUL report to Congress.

7.8.3.5 The RPMS has the capability to hold documents as attachments to individual record cards and will be used as storage for final EUL documents.

### 7.8.4 EUL Restrictions

7.8.4.1 EULs shall not be entered into with other Federal agencies.

7.8.4.2 EULs shall not allow lease-back of leased property or assets constructed on NASA property.

7.8.4.3 EULs should not include demand services. Demand services for a tenant shall be provided under a separate agreement.

7.8.4.4 No NASA civil service management activities shall be charged to EUL income.

### 7.8.5 Use of EUL Revenue

7.8.5.1 The use of cash proceeds from all EUL leases, no matter whether the lease was entered under the initial authority (ARC and KSC) or under the expanded authority for all Centers, shall follow the requirements of the expanded authority for all Centers.

7.8.5.2 NASA's EUL authority requires cash in consideration for a EUL lease. NASA may retain these cash proceeds. The revenues received may be used to cover the full costs to the Center in connection with the lease and to be available for maintenance, capital revitalization, and improvements of the real property assets and related personal property. This includes the revitalization, repair, and replacement of collateral equipment, as defined in NPR 9250.1, Property, Plant, and Equipment and Operating Materials and Supplies.

7.8.5.3 EUL funds may be utilized to cover full costs of lease management and

administration charges which may include, but are not limited to, personnel (other than civil service) and other expenses incurred by the Center for administrative, legal, and other services for EUL support activities (e.g., contract support, contract management, financial management). These lease management and administration charges are a recurring charge and a part of the full cost of the lease. Full costs to NASA in connection with the lease are fully defined in NPR 9090.1. Briefly, these costs include those that reflect the indirect costs, general use of facilities services (e.g., shared charge for security services, procurement activities), and building maintenance (including both routine and major building repairs). The costs to NASA may also include costs for site preparation specific to the leased property, such as basic upgrades, so that a property can be considered viable for leasing and building modifications or customizations to accommodate EUL leases. However, these site preparation costs are to be billed to the tenant in addition to regular recurring lease payments.

7.8.5.4 NASA Headquarters reviews all EUL revenue and cost projections as part of the Agency budget process. This review consists of EUL revenue projections and proposed investment plans for EUL revenue. This information is used to develop the budget that is submitted to Congress. If specific repair projects are not known at the time of the budget submission, NASA submits details for the specific projects as part of the initial Operating Plan.

7.8.5.5 Under NASA's EUL authority, the net proceeds are deposited in a capital asset account, the Construction and Environmental Compliance and Remediation (CECR) account.

7.8.5.6 Sixty-five percent of the revenue, in excess of the full cost of the lease, will be distributed back to the Center managing the EUL to be used to fund the approved facilities project list. These funds are available for a term not to exceed 5 years. The funds may be used for maintenance, capital revitalization, and improvements of the real property assets and related personal property. These funds shall only be used to fund the approved facilities project list.

7.8.5.7 The facilities project list is submitted to Congress as part of the budget development process, and provides visibility into these projects as part of the normal NASA budget process.

7.8.5.8 Projects will be prioritized and approved based on Agency-approved discriminating factors, which ensure support of NASA's primary missions, reduce NASA operating costs supporting those missions, and ensure a safe, reliable, and adequate environment for NASA workers.

7.8.5.9 Thirty-five percent of the revenue, in excess of the full cost of the lease, will be distributed to NASA Centers based on projects approved and prioritized at the discretion of the Administrator. Preference will be given to construction and repair projects that reduce utility costs, increase NASA's use of renewable and alternative energy sources, and facilitate reduction of NASA's future operating costs. This list of projects is also submitted to Congress as described above. These funds are available for a term not to exceed 5 years. The funds may be used for maintenance, capital revitalization, and improvements of the real property assets and related personal property. These funds shall be used only to fund the approved facilities project list.

7.8.5.10 Funds may be used on any real property at the Centers and do not have to be spent on facilities or infrastructure that are leased out under EUL.

7.8.5.11 Funds shall not be utilized for daily operations costs, such as utilities. 7.8.5.12 As part of the yearly Planning, Programming, Budgeting, and Execution (PPBE) process, Centers shall provide their projections of EUL revenue and proposed plans for spending the EUL revenue to the FERP Division.

- a. All projects that will be funded with EUL revenue will follow standard project review and approval processes as established by the FERP Division.
- b. Both the projection of revenue and the spending plan shall be for the current fiscal year and 2 years out. Projected revenue includes cash rent and service pool payments and the anticipated value of in-kind consideration, if applicable, for the current Fiscal Year, as well as for the 2 out years. Realistic forecasting of anticipated revenues and expenditures is critical in submission of NASA's operating plan.
- c. The FERP Division will review EUL revenue projections and proposed investment plans for EUL revenue. This information is used for developing the budget that is submitted to Congress.
- d. If specific repair projects are not known at the budget submission, NASA submits details for the specific projects as part of the initial Operating Plan.

7.8.5.13 Guidance on tracking and managing EUL revenue can be found in NPR 9090.1, Reimbursable Agreements.

7.8.5.14 EUL revenue may be utilized to cover lease management and administration charges, which may include, but are not limited to, personnel and other expenses incurred by the Center for administrative, legal, and other services for EUL support activities (e.g., contract support, contract management, financial management). These contractor lease management and administration charges are recurring charges and a part of the full cost of the lease.

7.8.5.15 Even though NASA civil service account managers oversee day-to-day management of existing leases, NASA has elected not to charge any of its civil service management activities to the EUL income and to leave them as part of Center Management and Operations costs.

## 7.8.6 Annual Enhanced Use Leasing Reports

7.8.6.1 Centers shall submit reports of the following information for the preceding fiscal year to the FERP Division by January 1:

- a. List of active EULs.
- b. Base (cash) rent received for each lease.
- c. Value of in-kind consideration for each lease received in preceding calendar year (applicable to KSC and ARC only).
- d. Expenditures to cover the full costs to NASA in connection with each lease.
- e. Service pool payments received for each lease.
- f. Service pool costs paid to provider for each lease.
- g. Expenditures from EUL rent received for maintenance, capital revitalization, and improvements of the real property assets.

h. A list of completed projects on which the rent revenue has been spent, including the name and identifying number of the asset on which the funds were spent, a description of the project, and the cost of the completed project.

7.8.6.2 The FERP Division will measure the effectiveness of the EUL program using the information reported by the Centers, as well as the information in the RPMS. These measures include the following:

- a. Amount of revenue received.
- b. Number of underutilized buildings leased under EUL.
- c. Amount of revenue spent on facilities repair as a percentage of the funds spent on repair of the facilities at the Center.

7.8.6.3 The FERP Division shall audit its EUL communications and review processes annually.

7.8.6.4 NASA submits an annual EUL Report to Congress by January 31 of each year regarding the status of the EUL program, as required by NASA's EUL authority. The FERP Division shall prepare the report, will include a status of the program, and will provide information on the active leases in the preceding year. The report also will highlight proposed projects for the coming year and beyond. The annual report will include:

- a. List of active EUL leases.
- b. Cash consideration received in preceding year from EUL leases.
- c. Value of in-kind consideration received in preceding year (limited to ARC and KSC EULs entered prior to December 31, 2008).
- d. Expenditures to cover the full costs to NASA in connection with the EUL lease.
- e. Expenditures from the EUL capital account for maintenance, capital revitalization, and improvements of the real property assets and related personal property, including collateral equipment.
- f. Proposed EUL leases.
- g. Measures of the effectiveness of the EUL program.

## **7.9 Recording Monetary Value for Capital Modifications and Improvements in Public-Private/Public-Public Ventures**

7.9.1 EULs entered into prior to January 1, 2009, at ARC or KSC may authorize the tenant to provide considerations to NASA in lieu of fair market rental payments for use of a NASA facility. Improvements to a NASA facility as part of the consideration under the terms of an EUL, have dollar value, and such capital improvements are viewed as if NASA had purchased them at the same dollar value. RPAOs shall enter the value of these modifications or improvements into the specific real property record as an increase in the value of that property. Improvements will be capitalized in accordance with NPR 9250.1, Chapter 2 and recorded in NASA's real property records using NASA Form 1045, Real Property Transaction Voucher.

7.9.2 PPVs, including EULs and SAAs, may allow the tenant to make improvements to NASA real property. If NASA takes ownership of these improvements under the terms of a PPV, EUL, or SAAs, the improvements have dollar value, and are viewed as if NASA had purchased them at the same dollar value. The RPAO shall enter the value of these modifications or improvements into the specific real property record as an increase in the value of that property. Improvements will be capitalized in accordance with NPR 9250.1, Chapter 2 and recorded in NASA's real property records using NASA Form 1045, Real Property Transaction Voucher.

7.9.3 The Center DCFO (F) shall be notified before a tenant begins a capital improvement.

## **7.10 Environmental, Historical, and Sustainability Considerations**

### **7.10.1 Tasks Prior to Executing Public-Private/Public-Public Ventures**

7.10.1.1 Before PPVs can be approved, the Center Environmental Office shall complete the following tasks in coordination with other Center offices, as required:

a. Environmental Baseline Survey (EBS) (when determined appropriate by the Center).

(1) The EBS is to establish the baseline environmental condition of the property to be out-leased.

(2) When the property is returned to NASA, a second EBS shall be performed and compared with the original EBS to determine whether any environmental contamination occurred during the period the property remained in private hands.

b. National Environmental Policy Act process.

(1) The NEPA process involves the systematic examination of the possible and probable environmental consequences of implementing the proposed privatization of the NASA property.

(2) The NEPA process does not replace other procedural or substantive environmental requirements (e.g., NHPA or Endangered Species Act compliance).

(3) To be effective, the NEPA process is to be integrated at the earliest possible time with all other project planning efforts.

c. PPVs shall comply with the Federal guiding principles for sustainability established by EO 13423.

7.10.1.2 The Center historical preservation office shall ensure that PPVs involving property of a historic nature comply with the requirements of Section 106 of the NHPA, prior to approval.

a. Section 106 of the NHPA provides guidance on coordinating with the State Historic Preservation Office (SHPO) and/or the Advisory Council on Historic Preservation (ACHP) to determine whether there will be adverse effects on historic properties as a result of the partnership and what mitigation measures are appropriate.

b. The agreement with the PPV shall include language protecting the integrity of the historical attributes of the property.

c. The goal of the coordination efforts is to reach an MOA with the SHPO/ACHP regarding the measures that will be taken to mitigate any adverse effects to historic properties.

## 7.11 Office of Management and Budget's Scoring Rules on Leases

### 7.11.1 Evolving Scoring Rules

7.11.1.1 The OMB has enacted certain restrictions regarding in-lease of property by Federal agencies and how these in-leases must be accounted for in the budgeting processes. The scorekeeping rules are contained in OMB Circular A-11.

7.11.1.2 The [Budget Enforcement Act \(BEA\)](#), first enacted in 1990 and revised in 1997, creates a new mechanism to limit spending by Federal agencies. As a result of the BEA, "scorekeeping" criteria (also called "scoring rules") were developed by the Congressional Budget Office (CBO) and OMB to keep track of budget obligations by Federal agencies. These scoring rules significantly changed how certain types of contracts were accounted for in the budget process. Previously, when an agency entered into a lease-purchase contract, budget authority and outlays were scored over the period of the lease in an amount equal to the annual payments. The new scorekeeping rules changed this circumstance by requiring that budget authority for lease-purchases and capital leases be scored upfront, and all outlays for the term of the in-lease are required in the first year of the in-lease in an amount equal to the net present value of the entire stream of annual payments over the life of the in-lease. This new budget requirement effectively eliminated lease-purchases and capital leases from consideration by Federal agencies as methods of acquiring capital assets.

7.11.1.3 "Scoring" refers to the amount of obligation an agency must record and recognize against its budget authority. Sufficient agency appropriations must be available to cover the amount scored and may not be used for other obligations or purposes.

7.11.1.4 The scoring rules do not require upfront scoring of the rental payments made under an "operating lease."

### 7.11.2 Scoring Criteria

7.11.2.1 OMB rules identify six criteria that must be met for an in-lease to be considered an operating lease, including the following:

- a. Ownership of the asset must remain with the lessor/landlord during the term of the in-lease and must not be transferred to the Government at, or shortly after, the end of the lease term. This means that NASA cannot state in the lease that the property will be transferred to NASA.
- b. The lease does not contain a bargain-price purchase option.
- c. The lease term does not exceed 75 percent of the estimated economic life of the asset.
- d. The asset is a general purpose asset, rather than being for a special purpose of the Government, and is not built to unique specifications of the Government lessee/tenant.
- e. There is a private sector market for the asset.

f. The present value of the minimum lease payments over the life of the in-lease does not exceed 90 percent of the fair market value of the asset at the beginning of the lease term.

7.11.2.2 If an in-lease does not meet all six criteria, it must be treated as a capital lease for budget purposes.

7.11.2.3 A capital lease may require the full cost of the lease over its full term to be in NASA's appropriation for the first year of the term. However, if the in-lease is determined to be an operating lease, then only the annual payment obligation will be scored each year.

7.11.2.4 OMB Circular A-11 provides additional guidelines to be used to distinguish operating leases from capital leases and lease-purchases. Centers shall review OMB Circular A-11 when developing PPVs, including EULs.

## **7.12 Providing Sites for Commercial Antennas on Federal Property**

### **7.12.1 Authority for Providing Antenna Sites**

7.12.1.1 On August 10, 1995, President Clinton signed an Executive Memorandum directing Federal agencies to assist the wireless communications industry in identifying sites for antennas on Federal property and to make available Federal buildings and land for the siting of antennas to those communications companies issued a valid communications license. In 1996, Congress enacted the Telecommunications Act of 1996 ([P.L. 104-104](#), §704(c)), that further stressed the importance of this effort. In addition, on March 14, 2007, the GSA enacted [FMR 2007-B2](#). This regulation provides all Federal agencies with the criteria and procedures for implementing the President's directions, as contained in the President's Executive Memorandum of August 10, 1995, as well as implementing Section 704(c) of the Telecommunications Act of 1996.

### **7.12.2 Requirements for Providing Sites**

7.12.2.1 To the extent permitted by law and to the extent practicable, NASA may make available any buildings and lands for the siting of commercial antennas. This should be done in accordance with Federal, State, and local laws and regulations and be consistent with national security concerns.

7.12.2.2 Care should be exercised to avoid electromagnetic intermodulations and interferences.

7.12.2.3 Antenna sites shall be made available on a fair, reasonable, and nondiscriminatory basis. The request should be granted unless there are unavoidable conflicts with NASA's mission, including future planned use of the property or access to the property.

7.12.2.4 The siting of telecommunication provider antennas, however, is not to be given priority over other authorized uses of NASA facilities.

7.12.2.5 Upon receipt of a properly completed application, an initial review shall be conducted to determine whether the information provided is sufficient, and a determination will be made whether or not there is obvious reason to deny the request.

7.12.2.6 The evaluation of a siting request shall take into consideration all environmental and historic preservation issues, including, but not limited to, the following:

- a. Public health and safety with respect to the antenna installation and maintenance.
- b. Aesthetics.
- c. Effects on historic districts, sites, buildings, monuments, structures, or other objects, pursuant to NHPA and implementing regulations.
- d. Protection of natural and cultural resources (e.g., National Parks and Wilderness areas, National Wildlife Refuge systems).
- e. Compliance with the appropriate level of review and documentation, as necessary under NEPA and the implementing regulations of each Federal department and agency responsible for the antenna siting project, such as the Federal Aviation Administration (FAA), the National Telecommunications and Information Administration, and other relevant departments and agencies.
- f. Compliance with FCC criteria for radio frequency exposure.

7.12.2.7 The evaluation of any siting request is subject to any requirements of the FCC, FAA, and the National Telecommunications and Information Administration (NTIA). The National Capital Planning Commission shall be consulted on all requests for siting antennas on NASA facilities within the National Capital Region.

7.12.2.8 Colocation of antennas shall be encouraged where there are multiple requests for the same site.

7.12.2.9 Where colocation is not possible and the available space precludes accommodating all antenna siting requests, competitive procedures may be used to choose the selected applicant.

7.12.2.10 The real estate instrument used to grant the site for an antenna may be a lease, easement, permit, or license, as is appropriate under the circumstances of the request and location.

7.12.2.11 The legal instrument should be chosen to ensure the timely removal of the antenna at the end of the term of agreement.

7.12.2.12 Removal of the antenna shall be at the sole expense of the telecommunications service provider.

7.12.2.13 The legal instrument also shall provide that the antenna structures may not contain any advertising.

7.12.2.14 The telecommunications service provider is responsible for the reasonable costs incurred by NASA that are associated with providing the requested antenna site, including costs associated with obtaining appropriate clearance of provider personnel for access to land or buildings that are security sensitive.

7.12.2.15 Obtaining rights of access to Federal properties through non-Federal lands is the responsibility of the telecommunications service provider.

7.12.2.16 OMB Circular A-25, "User Charges," contains criteria that agencies shall follow to assess fees for the use of Government property or resources.

7.12.2.17 A reasonable fee also may be charged as rental for the property provided on which to place the antenna. This rental fee shall be based on the market value of the

real property encumbered by the antenna. The market value can be determined by an appraisal, a market analysis, use of set rate schedules, or any other reasonable means of value determination.

7.12.2.18 NASA retains the discretion to deny an unacceptable or inappropriate request to site an antenna on NASA property.

### 7.12.3 Requests for Antenna Sites

7.12.3.1 All requests to site a commercial antenna on NASA-controlled property shall be forwarded by the Center to the FERP Division for review and concurrence and shall include the following:

- a. Name, address, and telephone number of the applicant or legal representative of the applicant.
- b. Specific building name and address or, as appropriate, the latitude and longitude or other site-specific property identifier.
- c. Type and size of antenna installation and support required for the service provider's proposed wireless site, including access to site, utility requirements, acreage of land or foot/pounds capacity for rooftops, etc.
- d. Description of overall project or larger antenna installation program, if applicable.
- e. Specific modifications to the site that will be required to accommodate the antenna.
- f. Summary of antenna specifications, including frequencies and Federal Communications Commission (FCC) license number, if a licensed facility.
- g. Proposed length of term of the requirement.
- h. Proposed terms of equipment removal and site restoration at the end of the requirement.
- i. Result of any required environmental and historic review and actions needed to address issues identified.
- j. A statement signed by the Center Director that the antenna and its use will not interfere with the Center mission and activities.

### 7.12.4 Response to Antenna Siting Requests

7.12.4.1 The FERP Division shall provide a preliminary response to the Center within 30 days of receiving the request, whether additional information is needed to complete the request or whether unique conditions or restrictions associated with the proposed antenna location or other circumstances will affect the timing or ultimate approval.

7.12.4.2 In all cases, the response will include the name and telephone number of the Facility Project Manager (FPM) or other NASA representative responsible for the project. This information will enable the applicant to initiate planning for the potential use of the requested site.

7.12.4.3 If the preliminary response indicates that additional information is required, NASA shall review the applicant's response in a timely manner. The applicant should be advised in writing if there are any other review and reporting requirements necessary due to statutory, legal, or NASA internal requirements, prior to issuing a final decision.

This may include an Environmental Assessment or an Environmental Impact Statement, public hearings (as part of NEPA), or any other potential reviews.

7.12.4.4 Applicants shall be advised as soon as possible of their responsibility for any charges for Government services provided in the review process or other issues that need to be resolved. This response should provide the applicant with an estimated timeframe for completing the necessary actions and should be based on experience in dealing with projects of similar complexity.

7.12.4.5 Upon receipt of a sufficiently completed application, a site survey shall be held, accompanied by the telecommunications requestor, to determine whether the site actually meets the telecommunications provider's needs.

7.12.4.6 Final decisions shall be rendered in writing in a timely manner and after completion of all required reviews, evaluations, or assessments.

7.12.4.7 If the request is denied, a written decision to deny the request, in which the basis for denial is explained, shall be provided to the applicant.

7.12.4.8 In the event of a denial of an antenna siting request, the applicant is allowed to appeal the denial to a higher level of NASA authority for review of the denial decision.

7.12.4.9 The written denial shall also contain the name and address of the NASA official to whom an appeal of the denial may be sent.

7.12.4.10 After Agency determination to approve an antenna siting project, a lease, permit, license, or other legal instrument shall be executed to document the terms, conditions, and responsibilities of both the Federal Government and the telecommunications service antenna provider.

| [TOC](#) | [Preface](#) | [Chapter1](#) | [Chapter2](#) | [Chapter3](#) | [Chapter4](#) |  
[Chapter5](#) | [Chapter6](#) | [Chapter7](#) | [Chapter8](#) | [Chapter9](#) | [AppendixA](#) |  
[AppendixB](#) | [AppendixC](#) | [ALL](#) |

| [NODIS Library](#) | [Program Management\(8000s\)](#) | [Search](#) |

## **DISTRIBUTION:** **NODIS**

---

### **This Document Is Uncontrolled When Printed.**

Check the NASA Online Directives Information System (NODIS) Library to Verify that this is the correct version before use: <http://nodis3.gsfc.nasa.gov>

---